

To: Secretary Grabauskas
From: Tom Lawler
Date: August 21, 2003
Re: Contract Termination of Cassidy and Associates

Cassidy & Associates was hired on December 23, 2002 to provide supplemental Washington representation to Massachusetts's existing lobbying staff. This Washington representation by Cassidy & Associates would focus primarily on the reauthorization of TEA-21, and would include significant assistance in development of the Commonwealth's lobbying strategy.

According to the Contractor's Proposal, Cassidy proposed to:

1. Assemble a team from Cassidy & Associates to conduct a "Resource Inventory" where they would assess the Commonwealth's needs and available resources.
2. Assist in representing the Commonwealth before Congress and appropriate federal agencies
3. Develop a timetable for the remainder of 2002 and 2003
4. Develop, prioritize and agree upon a series of legislative strategies, including at least three approaches to pursuing the federal support. Cassidy reserved the right to make more informed recommendations upon the conclusion of their comprehensive Resource Inventory" process
5. Identify, educate and develop a diverse group of potential congressional "champions"
6. Identify and organize key "grassroots" supporters of the transportation projects in Massachusetts.

Cassidy & Associates proposed to undertake these actions in its response to the Commonwealth's initial RFR. Also, Cassidy & Associates committed to develop a detailed Work Plan. According to contract # SCTR50003009100, Cassidy & Associates' "Work is to be performed according to Contractor's Proposal, particularly response to Section 1(a) of RFR, and according to the detailed Work Plan to be developed by Cassidy & Associates, approved by EOTC and incorporated herein."

As of August 21, 2003 Cassidy & Associates has assisted in representing the Commonwealth before Congress by setting up and facilitating meetings with Congressional staff (Action Item Number 2 According to the Contractor's Proposal). These meetings primarily took place on April 23 and May 14. Cassidy & Associates has also participated in internal meetings on March 20th in Boston, and two to three others in the Massachusetts D.C. office. Cassidy has also participated in three or four conference calls with the Commonwealth's D.C. office.

Cassidy also assisted in the development of briefing materials for the Secretary of Transportation in preparation for his trip to a meeting hosted by AASHTO.

Cassidy & Associates has not developed a detailed Work Plan, nor has it ever discussed potentially developing such a plan.

Cassidy & Associates has not conducted a "Resource Inventory" and strength's analysis for the Commonwealth. Cassidy & Associates in March 2003 has discussed its plans to undergo such an analysis.

Cassidy & Associates has not developed a timetable for the remainder of 2002 and 2003.

Cassidy & Associates has not developed, prioritized and agreed upon at least three legislative strategies that would be used to pursue federal support for the Commonwealth's program. Cassidy & Associates has not developed one such strategy.

Cassidy & Associates has not developed a diverse group of potential congressional "champions" in both the House and Senate who sit on the appropriate committees and would be supportive of the objective of the Commonwealth's.

As of August 21, 2003 Cassidy and Associates has been paid \$42,000. Cassidy has also billed the Commonwealth an additional \$33,774.90. Cassidy & Associates has been explicitly told to submit its invoices with a detail breakdown of work performed, employees utilized as well as hours spent performing said work. According contract # SCTRP50003009100 Cassidy is to charge against the contract at hourly rates not to exceed \$125 per hour. Cassidy has also been asked to adhere to their contract and bill the Commonwealth based on the hourly rate. Cassidy has refused to adhere to such requests, and instead has continued to submit vague invoices with no indication of hourly work performed according to their proposal, and has submitted invoices for months when no work was ever performed.

Due to Cassidy & Associates' lack of fulfillment of their contract after over eight months, Massachusetts has lost a great deal of valuable time that should have been used to further the Commonwealth's goals. The basic lack of a legislative strategy with the potential introduction of legislation in the coming weeks leaves the Commonwealth at a severe disadvantage with respect for addressing its needs in the legislation. In addition, Cassidy & Associates' questionable billing practices and lack of responsiveness to billing requests has exemplified a disdain for the Commonwealth and an overall lack of commitment to perform the agreed upon work.

For these reasons, it would be to the benefit of the Commonwealth to no longer maintain its relationship with Cassidy & Associates.